## Lacoste, David

From:

Mattison, Jeanette [Jeanette.Mattison@BELLSOUTH.COM]

Sent:

Wednesday, October 13, 2004 6:56 AM

To:

Lacoste, David

Subject:

98-600-C - 2nd Amendment to Interconnection Agreement with DPI-Teleconnect, LLC



KB)

BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

October 13, 2004

Mr. David Lacoste Public Service Commission of SC Post Office Drawer 11649 Columbia, South Carolina 29211

Re: Second Amendment to Interconnection Agreement Negotiated by

BellSouth Telecommunications, Inc. and DPI-Teleconnect, LLC pursuant

to Sections 251 and 252 of the Telecommunications Act of 1996

Docket No. 98-600-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and DPI-Teleconnect, LLC ("DPI-Teleconnect") submit to the South Carolina Public Service Commission their second amendment to the interconnection agreement by and between BellSouth and DPI-Teleconnect.

The effective date of this amendment is September 3, 2004 and it expires on April 18, 2006.

Very truly yours,

s/C. Lesley Addis

CLA/jbm Enclosure

\\PSC-FP-01\Common\Public\Utilities\Interconnection Agreements\BellSouth\DPI Teleconnect 1998-600-C

Amendment
To the
Interconnection Agreement
Between
DPI-Teleconnect, LLC
and
BellSouth Telecommunications, Inc.
Dated April 19, 2003

Pursuant to this Amendment, (the "Amendment"), DPI-Teleconnect, LLC (DPI-Teleconnect), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated April 19, 2003 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and DPI-Teleconnect entered into the Agreement on April 19, 2003, and;

WHEREAS, BellSouth and DPI-Teleconnect are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- 1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
- 2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability DPI-Teleconnect shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
- 3. All of the other provisions of the Agreement dated April 19, 2003 shall remain unchanged and in full force and effect.
- 4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

LNP Recovery Amendment Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Wild B. Adulti

Name: Kristen E. Rowe

Name: Will Ordunications, Inc.

Name: Will Ordunications, Inc.

DPI-Teleconnect, LLC

By: Wild B. Adulti

Title:

Date: 9/3/04 Date: 7/31/04

Version 3Q03: 11/12/2003

Title: Director